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An Act to authorise the abandonment of a portion of the Callander and Oban Railway, to extend the time for the completion of another portion thereof; and for other purposes. [12th May 1870.] A.D. 1870.

WHEREAS by "The Callander and Oban Railway Act, 1865," the Callander and Oban Railway Company (herein-after called "the Company") were incorporated, and were authorised to construct a railway from the town of Oban in the county of Argyle, to the Dunblane, Doune, and Callander Railway, near Callander in the county of Perth, with a tramway to the harbour of Oban; and for those purposes were empowered to raise share capital to the extent of six hundred thousand pounds, and to borrow on mortgage any amount not exceeding two hundred thousand pounds: 28 & 29 Vict. c. cclxvi.

And whereas by the said Act the Scottish Central Railway Company were authorised to contribute to the undertaking of the Company the amount of two hundred thousand pounds, and for that purpose to raise capital to that extent in their own undertaking:

And whereas, pursuant to the standing orders of both Houses of Parliament, a sum of money amounting to forty-eight thousand pounds was deposited in bank in the name of the Queen's Remembrancer of the Exchequer in Scotland, in respect of the application to Parliament for the said Act, which sum still remains so deposited:

And whereas by an agreement, dated the seventeenth, nineteenth, and twenty-second days of December one thousand eight hundred and sixty-four and the ninth day of January one thousand eight hundred and sixty-five, and made between John Wingfield Malcolm, younger, of Poltalloch; Alexander Macduff, of Bonhard; Sir Alexander Charles Gibson Maitland, of Clifton Hall, baronet; Farquhar Campbell, of Aros; Robert Macfie, of Airds; Robert Tennant, of Ballachulish; James Ferguson Wyllie, Bolfracks; James Falshaw,

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civil engineer, Edinburgh; and John Wilson, of Hillpark, Bannockburn, for themselves, and as the committee of management of and as duly authorised and acting on behalf of the other promoters of the said proposed Railway, of the first part, and the Scottish Central Railway Company of the second part (which agreement is appended to and confirmed by the said Act), the last-mentioned Company agreed to subscribe to the undertaking of the Company the said amount of two hundred thousand pounds; and the other subscribers to the agreement, excepting the said Alexander Macduff, Sir Alexander Charles Gibson Maitland, John Wilson, James Ferguson Wyllie, and James Falshaw, agreed to subscribe or to procure subscriptions to the said undertaking to the extent of one hundred thousand pounds; and by the said agreement provisions were made (among other things) as to the maintenance and working of the proposed railway by the Scottish Central Railway Company for the considerations in the said agreement mentioned:

28 & 29 Vict. c. cclxxxvii.

And whereas by "The Caledonian and Scottish Central Railways Amalgamation Act, 1865," the undertaking of the Scottish Central Railway Company, and all the powers, rights, privileges, and obligations of that Company, were vested in, transferred to, and imposed upon the Caledonian Railway Company:

And whereas in pursuance of the said two Acts, and of the said agreement, and of a subsequent agreement entered into after the passing of the last-mentioned Act between the Company, the Caledonian Railway Company, and the said John Wingfield Malcolm, Farquhar Campbell, Robert Macfie, and Robert Tennant, dated the fifth and sixth days of June and the thirty-first day of July one thousand eight hundred and sixty-six, the Scottish Central Railway Company and the Caledonian Railway Company as representing that Company have subscribed to the said undertaking the sum of two hundred thousand pounds, and have paid up in respect of such subscription the sum of one hundred and forty thousand pounds; and the said John Wingfield Malcolm, Farquhar Campbell, Robert Macfie, and Robert Tennant, along with certain other proprietors on the line of railway, and other persons, have subscribed to the said undertaking to the extent of eighty-one thousand three hundred pounds, and the amount of sixty-one thousand four hundred and thirty-nine pounds has been paid up in respect of such subscriptions; and the said John Wingfield Malcolm, Farquhar Campbell, Robert Macfie, and Robert Tennant have also, in addition to such subscriptions as aforesaid, jointly subscribed to the said undertaking to the extent of seventeen thousand five hundred pounds, in respect of which subscription they are entered on the register of shareholders

of the Company as joint proprietors of one thousand seven hundred and fifty shares of ten pounds each, and certain calls have been paid by them thereon:

And whereas the said Callander and Oban Railway is in course of construction for a portion of its course between the Dunblane, Doune, and Callander Railway and a point in the parish of Killin near Tyndrum Inn, and is now nearly completed between the Dunblane, Doune, and Callander Railway and a point near the southern end of the loch called Lochan Lairig Eala, and there has been already expended thereon the sum of one hundred and forty-eight thousand two hundred and ninety-five pounds and upwards; but as respects the remainder of the said portion of its course the works have still to be constructed:

And whereas, owing to the state of the money market and otherwise, it has been found impracticable to procure subscriptions sufficient for the execution of the entire line of the said railway, and it is of importance that the portion of the railway between the Dunblane, Doune, and Callander Railway and Tyndrum should be completed and opened for public traffic as expeditiously as possible, and that (except as herein-after provided) the whole moneys subscribed towards the execution of the undertaking, including the said sum of forty-eight thousand pounds deposited in the name of the Queen's Remembrancer as aforesaid, should be applied to the purpose of completing the said portion of the railway, the total cost of which is estimated to amount to three hundred and twenty-five thousand pounds; and it is expedient that the Company should be authorised to abandon the remaining portion of the railway from Tyndrum to Oban, and the tramway to Oban Harbour, no part of which has been constructed or commenced; and that the share capital and borrowing powers of the Company should be reduced to an amount sufficient to defray the estimated amount of the cost of the portion of the railway already commenced and now to be completed as aforesaid, subject to a contingent power of increase of share capital in the event of the said estimated amount proving insufficient for that purpose, and that certain of the shares already subscribed for should be cancelled, and that any sums which may have been paid up by way of calls on the shares so cancelled should be repaid to the parties entitled to such shares:

And whereas there has been already paid up and expended on the undertaking of the Company a sum exceeding one half of their share capital as thus proposed to be reduced:

And whereas by "The Callander and Oban Railway Act, 1865," the period for the completion and opening of the said railway was

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limited to seven years from the date of the passing of that Act; and it is expedient that the said period should, so far as respects that portion of the said railway which lies between the said point in the parish of Killin, near Tyndrum Inn, and the said point near the southern end of the loch called Lochan Lairig Eala, be extended:

And whereas an agreement with reference to these matters, dated the nineteenth, twenty-second, and twenty-third days of July and the third and tenth days of August one thousand eight hundred and sixty-nine, has been entered into between the Company, the Caledonian Railway Company, and the said John Wingfield Malcolm, Farquhar Campbell, Robert Macfie, and Robert Tennant, by which, subject to the sanction of Parliament, arrangements have been made with respect to the reduction of the capital of the Company, the cancelling of certain of the shares thereof, the return of the moneys paid in respect of calls made upon such shares, and the payments made and to be made by the Caledonian Railway Company and by the said John Wingfield Malcolm, Farquhar Campbell, Robert Macfie, and Robert Tennant, towards the cost of the undertaking of the Company, and with respect to the mode of constructing the railway and works connected therewith, so far as not to be abandoned as aforesaid, the cost of constructing the same, the working and maintenance thereof by the Caledonian Railway Company, the amount payable in respect of such working and maintenance, and the sums chargeable on the gross receipts arising on the said railway and works, and other matters connected therewith; and it is expedient that the said agreement should (except as hereinafter provided) be sanctioned, and that the first-recited Act and the agreement thereby confirmed, and the said agreement dated the fifth and sixth days of June and the thirty-first day of July one thousand eight hundred and sixty-six, should be amended and altered:

But these objects cannot be effected without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Short title.

1. This Act may be cited for all purposes as "The Callander and Oban Railway (Abandonment, &c.) Act, 1870."

8 & 9 Vict. cc. 17. 19. and 33.,

2. "The Companies Clauses Consolidation (Scotland) Act, 1845," "The Lands Clauses Consolidation (Scotland) Act, 1845," "The

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Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation (Scotland) Act, 1845," and Part II. (relating to extension of time) of "The Railways Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form part of this Act; and all the provisions of "The Companies Clauses Consolidation (Scotland) Act, 1845," so incorporated with this Act, which relate to stock into which shares in the capital of the Company have been converted or consolidated, shall apply to the stock which the Company are by this Act authorised to issue and to the holders thereof.

23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 92. incorporated.

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith, have the same respective meanings, unless there be something in the subject or context repugnant to such construction; and in this Act the expression "the original Act" means "The Callander and Oban Railway Act, 1865," and the expression "the limited portion of railway" means the railway and other works authorised by the original Act, so far as not by this Act required to be abandoned; and in this Act and those Acts as applied to this Act, the expression "the Company" means the Callander and Oban Railway Company, and the expression "the special Act" means this Act.

Abandonment by Company of a portion of railway and tramway.

4. The Company shall abandon the construction of so much of the railway authorised by the original Act, and therein described as a railway commencing about two furlongs south-westward from the schoolhouse in the town of Oban called the Oban Industrial School, and terminating by a junction with the Dunblane, Doune, and Callander Railway, about one and a half furlongs eastward from the booking office of the Callander station of that railway, as extends from the said point of commencement to a point in the parish of Killin and county of Perth, about three hundred yards westward from Tyndrum Inn, and shall also abandon the construction of the tramway to the harbour of Oban authorised by the original Act, and of the subsidiary works connected with the said portion of railway and with the said tramway; and section 44 of the original Act, in so far as it relates to the portion of railway, tramway, and relative works herein-before required to be abandoned, is hereby repealed.

As to compensation for damage to land by entry, &c. in respect of such abandonment.

5. The abandonment by the Company, under the authority of this Act, of the said portion of railway, tramway, and works, shall not prejudice or affect the right of the owner or occupier of any land to receive compensation, in accordance with the provisions in that behalf of "The Lands Clauses Consolidation (Scotland) Act, 1845," for any damage occasioned by the entry of the Company on such

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land for the purpose of surveying and taking levels, or probing or boring to ascertain the nature of the soil, or setting out of the line of railway or tramway, and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied by the Company to receive compensation, in accordance with the provisions in that behalf of "The Railways Clauses Consolidation (Scotland) Act, 1845," for such temporary occupation, or for any loss, damage, or injury which may have been sustained by such owner or occupier by reason thereof, or of the exercise, as regards such land, of any of the powers contained in the last-mentioned Act or in the original Act.

As to contracts entered into for purchase of land for purposes of railway and tramway abandoned.

6. Where before the passing of this Act any contract may have been entered into, or notice given by the Company, for the purchasing of any land for the purposes of or in relation to the portion of railway or the tramway or works authorised to be abandoned by this Act, full compensation shall be made by the Company to the owners and occupiers or other persons interested in such lands, for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice; and the amount and application of the compensation shall be determined in manner provided by "The Lands Clauses Consolidation (Scotland) Act, 1845," for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Restricting share and loan capital authorised by 28 & 29 Vict. c. cclxvi.

7. Except in the event herein-after mentioned, the Company shall not, under the powers of the original Act, raise by means of shares any greater sum than two hundred and forty-three thousand nine hundred pounds; nor shall the Company, under the powers of that Act, borrow or issue debenture stock for any greater sum than eighty-one thousand three hundred pounds; and section 11 of that Act shall be read as if the capital therein referred to were two hundred and forty-three thousand nine hundred pounds, instead of six hundred thousand pounds, and the sum thereby authorised to be borrowed were eighty-one thousand three hundred pounds, instead of two hundred thousand pounds.

Restricting contribution by Caledonian Railway Company, and shares to the extent of 37,400*l.* cancelled.

8. The amount which the Caledonian Railway Company may contribute to the undertaking of the Company is hereby reduced and restricted to the sum of one hundred and sixty-two thousand six hundred pounds, and the Caledonian Railway Company shall continue to hold sixteen thousand two hundred and sixty shares of ten pounds each in the undertaking of the Company, and shall pay the said sum (so far as not already done) to the Company, as and when the same shall be required for the purpose of constructing the

limited portion of railway; and the remaining three thousand seven hundred and forty shares of ten pounds each, of which the Caledonian Railway Company are now entered in the register of shareholders of the Company as proprietors, shall be cancelled, and the amount of any calls or sums on account of calls thereon which have been paid to the Company shall be repaid by the Company to the Caledonian Railway Company, on the Caledonian Railway Company giving a discharge for the same under their common seal.

Other shares to the extent of 17,500*l.* cancelled.

9. The shares in respect of which the said John Wingfield Malcolm, Farquhar Campbell, Robert Macfie, and Robert Tennant are entered in the register of shareholders of the Company as joint proprietors, being one thousand seven hundred and fifty shares of ten pounds each, numbered in the said register 8131 to 9880 inclusive, shall be cancelled; and the amount of any calls or sums on account of calls thereon which have been paid to the Company by the said John Wingfield Malcolm, Farquhar Campbell, Robert Macfie, and Robert Tennant shall, upon their giving a joint discharge for the same, be repaid to them by the Company, and the Company shall not be bound to inquire into or be accountable for the disposal of any such moneys so repaid.

Repayment of sums deposited under 28 & 29 Vict. c. cclxvi.

10. Sections 46 and 47 of the original Act are hereby repealed; and the sum of forty-eight thousand pounds, deposited as therein mentioned in the bank in the name of the Queen's Remembrancer of the Exchequer in Scotland, shall be repaid to the persons or person to whom, under the provisions of an Act of the ninth year of Her present Majesty, chapter twenty, such sum is required to be paid, on the application of such persons or person in the manner prescribed by the said Act, and shall be paid by them to the Company and applied by the Company towards the construction of the limited portion of railway: Provided always, that it shall not be necessary in respect of such application to produce any certificate that "The Callander and Oban Railway Act, 1865," was passed.

Company may raise additional portion of share capital, if necessary to complete portion of railway not abandoned.

11. In the event of the share and loan capital of the Company as herein-before reduced proving insufficient for the completion of the limited portion of railway, the Company may, with the consent of three fifths of the votes of the shareholders, including the Caledonian Railway Company, present (personally or by proxy, or in the case of the Caledonian Railway Company by some person appointed by them for that purpose) at any extraordinary meeting to be convened for the purpose, raise any portion of the amount of share capital which they were by the original Act authorised to raise, not exceeding in the whole fifty thousand pounds, in addition to the sum of

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two hundred and forty-three thousand nine hundred pounds to which the share capital of the Company is herein-before reduced, by the creation and issue at par of new ordinary shares, of such nominal amount, and subject to the payment of calls of such amounts and at such times, as the Company think fit, or of new ordinary stock; and the Company may from time to time dispose of such new ordinary shares or stock to such persons and in such manner as the directors think fit; and Part I. of "The Companies Clauses Act, 1863" (relating to cancellation and surrender of shares), is so far as respects such new shares incorporated with and forms part of this Act.

Shares not to be issued until one fifth part paid up.

12. The Company shall not issue any share created under the authority of this Act, nor shall any such share vest in the person accepting the same, unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

Votes in respect of new shares or stock.

13. Each holder of new shares or stock in the capital by this Act authorised to be raised shall be entitled to the same number of votes in respect thereof which the possession of an equal nominal amount of the capital authorised by the original Act would have conferred upon him.

Moneys to be applied only to construction of railway.

14. All moneys raised under this Act, whether by shares or stock, shall be applied to the construction and completion of the limited portion of railway, and to that purpose only.

Extension of time for completion of a certain portion of the railway.

15. The powers granted and the period limited by the original Act for the completion of the railway by that Act authorised are hereby continued and extended for three years after the passing of this Act, so far as respects the portion of railway which extends from the said point in the parish of Killin, about three hundred yards westward from Tyndrum Inn, to the point where the railway, as shown on the plans deposited with reference to the original Act, crosses the boundary line between the parishes of Killin and Balquhidder, near the southern end of the loch called Lochan Lairig Eala, all in the county of Perth.

Time limited for completion thereof.

16. The last-mentioned portion of railway shall be completed within the extended period limited by this Act for the completion thereof, and on the expiration of that period the powers by the original Act and this Act granted to the Company for making and completing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Railway to be constructed to satisfaction of Caledonian Railway Company's engineer.

17. The limited portion of railway shall be constructed and completed by the Company under the superintendence and to the satisfaction of the engineer in chief for the time being of the Caledonian Railway Company: Provided always, that in the event of any decisions or requirements of such engineer on any matter connected with the construction or completion of the limited portion of railway being objected to by the Company as unreasonable, the question raised thereon shall, as and when it arises, be referred to and determined by an engineer to be agreed upon by the respective engineers in chief of the Caledonian Railway Company and of the Company, or failing such agreement by an engineer to be appointed by the Board of Trade on the application of either of those Companies.

Public burdens, &c. and interest on borrowed money to be a first charge on railway receipts.

18. Subject to payment of all public and parish burdens, including poor rates, county rates, prison assessments, and taxes generally, that may be chargeable upon the limited portion of railway, and all payments (if any) to be made for land held or which may be held by the Company in feu, and all annual or other allowances to tenants (if any), the interest on all money which may be borrowed by the Company, to an extent not exceeding the said sum of eighty-one thousand three hundred pounds, either on mortgage or by debenture stock, or by way of over drafts on bankers on account current, or otherwise (but so that the aggregate amount on which such interest is payable shall in no case or at any time exceed the said last-mentioned sum), shall form a first charge on and be paid out of the gross amount of money earned, realised, and levied on the limited portion of railway.

Railway to be maintained and worked by Caledonian Railway Company.

19. When and so soon as the limited portion of railway, or any continuous portion or portions thereof, not being less in the whole than twenty miles in length, and connected throughout with the Dunblane, Doune, and Callander Railway, shall have been completed as aforesaid, approved of by the Government Inspector, and authorised by the Board of Trade to be opened to the public for traffic, the Caledonian Railway Company shall take possession of the limited portion of railway, or of such continuous portion or portions thereof, as the case may be, and shall work and maintain the same in perpetuity, and defray the cost thereof in the manner provided in the sixth article of the agreement appended to and confirmed by the original Act; and in consideration thereof, and in lieu of the fifty pounds per centum of the gross amount of money earned, realised, and levied on the railway to which they are entitled under the said agreement, the Caledonian Railway Company shall be

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entitled from time to time to receive and retain for their own use, out of the balance of the gross amount of money earned, realised, and levied on the limited portion of railway, or on such continuous portion or portions thereof, as the case may be (after deducting the sums herein-before declared to be a first charge on such gross amount), the amount of the cost incurred by them in so working and maintaining the limited portion of railway, or continuous portion or portions thereof (as the case may be), as the amount of such cost shall be ascertained half-yearly, as at the thirty-first day of January and the thirty-first day of July in each year, by agreement, or, in the event of difference, by the standing arbitrator to be appointed as herein-after directed; and the remainder of the said gross receipts, less the Government duty on passengers (if accounted for to the Government by the Caledonian Railway Company), shall be paid over by the Caledonian Railway Company to the Company, in lieu of the moiety of such gross receipts to which the Company would have been entitled under the said agreement: Provided always, that if in any year or years the balance of such gross receipts received by the Caledonian Railway Company be insufficient to pay the cost of working and maintaining the limited portion of railway, or such continuous portion or portions thereof (as the case may be), as ascertained as aforesaid, or any part thereof, such cost or the part thereof remaining unpaid, together with interest thereon at the rate of five pounds per centum per annum, shall be paid to the Caledonian Railway Company out of the remainder of the said gross receipts due to the Company in any subsequent half year or half years, before any payment out of such remainder is made to the Company, and so toties quoties.

Caledonian Railway Company to work and maintain any future extension of the railway.

20. The Caledonian Railway Company shall work and maintain any continuous extension of the railway from the limited portion of railway to or towards Oban which may hereafter be formed, on the same terms and conditions as are herein-before specified with respect to the working and maintenance of the limited portion of railway: Provided always, that the same provisions shall apply to the construction and completion of any such extension as are herein-before prescribed with respect to the construction and completion of the limited portion of railway.

Disputed questions as to construction of railway, &c. to be determined by

21. Subject to the provisions herein-before contained as to the settlement of disputed questions, all differences which may arise between the Company and the Caledonian Railway Company as to the mode of constructing the limited portion of railway, or as to additional stations, or as to the cost of maintaining and working

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the standing arbitrator.

the limited portion of railway, are hereby referred to, and from time to time as they arise shall, upon the application of the Company, or of the Caledonian Railway Company, or of the majority of the directors of the Company other than those appointed by the directors of the Caledonian Railway Company, be determined by the standing arbitrator to be appointed as herein-after directed for the time being, and his decision shall be final and binding upon the Company, and the Caledonian Railway Company, and the directors of the Company other than those appointed by the directors of the Caledonian Railway Company: Provided always, that the majority of the directors of the Company other than those appointed by the directors of the Caledonian Railway Company may, if they see fit, appear and be heard before the standing arbitrator separately as to all the matters aforesaid.

Appointment of standing arbitrator.

22. The Company, the Caledonian Railway Company, and the majority of the directors of the Company other than those appointed by the directors of the Caledonian Railway Company, shall jointly, in the month of October or in the month of November in each year, appoint a standing arbitrator for the period of twelve months, commencing on the first day of February then next ensuing, and shall in each such appointment fix the remuneration to be paid to such standing arbitrator; and whenever default shall be made in any such appointment, a standing arbitrator for such period of twelve months, or for any portion of such period which may then be unexpired, shall at any time thereafter, and so from time to time as occasion shall require, on the application of the Company, or of the Caledonian Railway Company, or of the said majority of the directors of the Company other than those appointed by the directors of the Caledonian Railway Company, be appointed by the Board of Trade, and the Board of Trade shall in each such appointment fix the remuneration to be paid to the standing arbitrator so appointed; and in the event of any standing arbitrator during his period of office dying, or declining or becoming incapable to act, or resigning, or going to reside abroad, the Company, the Caledonian Railway Company, and the majority of the directors of the Company other than those appointed by the directors of the Caledonian Railway Company, shall jointly within one month after notice of such death, declinature, incapacity, resignation, or going to reside abroad, appoint and fix the remuneration of another standing arbitrator in his place, and in default of such appointment another standing arbitrator shall at any time thereafter be appointed and his remuneration fixed in manner aforesaid by the Board of Trade; and every standing arbitrator appointed to supply any such vacancy shall

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continue in office so long only as the person in whose place he may be appointed would have been entitled to remain in office if he had not died, declined to act, become incapable of acting, resigned, or gone to reside abroad; and one moiety of the remuneration of every standing arbitrator appointed as aforesaid shall be paid by the Company, and the other moiety thereof shall be paid by the Caledonian Railway Company.

As to settlement of other differences.

23. All differences which may arise between the Company and the Caledonian Railway Company, in respect of which no special provision has herein-before been made for their settlement, shall, as and when they arise, be determined by arbitration in the manner provided by the "Railway Companies Arbitration Act, 1859," as if the said Companies had, by writing under their common seals, agreed to refer such differences to arbitration in accordance with that Act.

Confirming certain agreement, dated July and August 1869.

24. The agreement herein-before mentioned, dated the nineteenth, twenty-second, and twenty-third days of July and the third and tenth days of August one thousand eight hundred and sixty-nine, and entered into between the Company, the Caledonian Railway Company, and the said John Wingfield Malcolm, Farquhar Campbell, Robert Macfie, and Robert Tennant, of which a copy is contained in the schedule to this Act, is hereby sanctioned and confirmed; except as respects the period prescribed by article third thereof for the completion of the limited portion of railway, which is extended by this Act, and except Article eighth thereof, the objects of which are otherwise provided for by this Act.

Reservation of other agreements.

25. Notwithstanding the abandonment by this Act required of a portion of the railway and of the tramway authorised by the original Act, the agreement confirmed by that Act as aforesaid shall (except so far as altered by or inconsistent with this Act) continue in force and be applicable to the limited portion of railway; and, except so far as altered by or inconsistent with this Act, nothing contained in this Act shall prejudice or affect the agreement herein-before mentioned, dated the fifth and sixth days of June and the thirty-first day of July one thousand eight hundred and sixty-six: Provided always, that where the said agreements are in any particular inconsistent with the provisions of this Act, the said agreements shall in such respect be held to be annulled by this Act.

Interest not to be paid on calls paid up.

26. The Company shall not, out of any money by this Act or any other Act relating to the Company authorised to be raised by calls or by borrowing, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by

him: Provided always, that this Act shall not prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with "The Companies Clauses Consolidation (Scotland) Act, 1845."

Deposits for future Bills not to be paid out of capital.

27. The Company shall not, out of any money by this Act or any other Act relating to the Company authorised to be raised, pay or deposit any sum which, by any standing order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Railway not exempt from provisions of present and future general Acts.

28. Nothing herein contained shall be deemed or construed to exempt the railway by any Act relating to the Company authorised to be made from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies, now in force or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels, authorised by the Acts relating to the Company.

Expenses of Act.

29. All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

SCHEDULE.

This Agreement, entered into and executed by and between the Callander and Oban Railway Company, incorporated by "The Callander and Oban Railway Act, 1865," of the first part, the Caledonian Railway Company, incorporated by "The Caledonian Railway Act, 1845," of the second part, and John Wingfield Malcolm, younger, of Poltalloch, Farquhar Campbell of Aros, Robert Macfie of Airds, and Robert Tennant of Ballachulish, of the third part, witnesseth, that whereas an agreement dated seventeenth, nineteenth, and twenty-second December eighteen hundred and sixty-four, and ninth January eighteen hundred and sixty-five, was entered into and executed by and between the said John Wingfield Malcolm, Alexander Macduff of Bonhard, Sir Alexander Gibson-Maitland of Cliftonhall, baronet, the said Farquhar Campbell, Robert Macfie, and Robert Tennant, James Ferguson Wyllie, Bolfracks, James Falshaw, civil engineer, Edinburgh, and John Wilson of Hillpark, Bannockburn, for themselves, and as the committee of management of, and as duly authorised and acting on behalf of the other promoters of the then proposed railway from Callander to Oban, with tramway to Oban pier, of the first part, and the Scottish Central Railway Company, incorporated by "The Scottish Central Railway Consolidation Act, 1859," of the second part, by which agreement the parties thereto covenanted and agreed, and bound and obliged themselves, inter alia, that the Scottish Central Railway Company should subscribe two hundred thousand pounds to the said undertaking, and pay up twenty per cent. thereon; and the subscribers to the said agreement other than the said Alexander Macduff, Sir Alexander Charles Gibson-Maitland, John Wilson, James Ferguson Wyllie, and James Falshaw (being the third parties to this agreement), should subscribe or procure subscriptions from the proprietors on the line and the public generally, exclusive of contractors, to the said undertaking, to the extent of one hundred thousand pounds, and pay up twenty per cent. thereon; that the said Callander and Oban Railway should be made, constructed, and completed in manner therein specified; that when and so soon as the said Callander and Oban Railway, tramway, and works connected therewith, or a continuous portion thereof not less than twenty miles in length, connected directly with the Dunblane, Doune, and Callander Railway and works connected therewith, should have been completed in manner mentioned in the said agreement, approved of by the Government Inspector, and opened to the public for traffic, the Scottish Central Railway Company should take possession of the said railway and tramway, or such portion thereof and works connected therewith, and should work the same in perpetuity, and should provide the necessary rolling stock and plant of every kind, and all servants for the purpose of effectually working the traffic coming to or upon the same; and the said Scottish Central Railway Company should also, after the expiry of one year

from the opening of the same, maintain the said railway, tramway, and works, and should defray the whole expense of the said working, and also of the maintenance from and after the expiry of the contractor's obligation; that the said Callander and Oban Railway Company should pay, out of the moiety of the gross receipts falling to them as therein-after mentioned, all public and parish burdens, including poor rates, county rates, prison assessment, and taxes generally, that might be chargeable upon the said railway, tramway, and works, and also the government duty on passengers, and all payments, if any, to be made for land to be held by the said Callander and Oban Railway Company in feu or lease, and all annual or other allowances to tenants, together with the interest on all money borrowed, either on mortgage, bond, or debenture stock, or by way of advance from bankers or others, and all sums payable as compensation for accidents, and all legal or other expenses connected therewith; and that, in consideration of the before-narrated obligation on the Scottish Central Railway Company to pay the whole cost of maintaining the said railway and tramway, and of providing and maintaining the said stock and plant, and of working the traffic upon the said line, the said Scottish Central Railway Company should be entitled from time to time to receive and retain for their own use fifty pounds out of every one hundred pounds of the balance of the gross amount of money earned, realised, and levied on the said railway and tramway, after deducting from said gross receipts the cartages of any goods carried on the railway; and the remainder of the said gross receipts, less the Government duty on passengers (if accounted for to Government through the Scottish Central Railway Company), should be paid over by the said Scottish Central Railway Company to the Callander and Oban Railway Company; as the said agreement, which contains sundry other clauses, and which was confirmed by the said Callander and Oban Railway Act, 1865, in itself more fully bears: And whereas the Scottish Central Railway Company was amalgamated with, and its undertaking was vested in, and its obligations transferred to the Caledonian Railway Company, by virtue of "The Caledonian and Scottish Central Railways Amalgamation Act, 1865:" And whereas an agreement, dated fifth and sixth June and thirty-first July eighteen hundred and sixty-six, was entered into and executed by and between the Callander and Oban Railway Company of the first part, the Caledonian Railway Company of the second part, and the third parties hereto of the third part, by which agreement it was, on the narrative of the said recited agreement and of the said last-mentioned Act, agreed that the Caledonian Railway Company, as coming in place and in full right of the Scottish Central Railway Company, should pay, and they bound and obliged the Company to pay to the Callander and Oban Railway Company the sum of two hundred thousand pounds (so far as not then paid), and that in the instalments or calls, and with interest as therein mentioned or referred to; and the third parties hereto agreed and bound and obliged themselves, and their heirs, executors, and successors, conjunctly and severally, to pay to the Callander and Oban Railway Company the sum of one hundred thousand pounds, so far as not then paid, and subject to the conditions therein-after mentioned, and that in the instalments or calls, and with interest as therein mentioned or referred to; it being thereby declared that when the deposit or first call, and subsequent calls, with interest as before referred to, should have been paid to the said Callander and Oban Railway Company, by

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proprietors on the line and the public generally, other than the contractors for the works, who had subscribed or might subscribe to the said undertaking, such deposit and calls should, when so paid, be imputed pro tanto in payment of the said sum of one hundred thousand pounds; and the said Callander and Oban Railway Company, on such payments being regularly made, engaged to apply the same to the purposes of the said Callander and Oban Railway Act, and as soon as possible to proceed with the execution of the works; as the said agreement in itself more fully bears: And whereas the Caledonian Railway Company have subscribed and are entered in the register of the said Company as proprietors of shares to the amount of two hundred thousand pounds; and the third parties hereto, along with other proprietors on the line and others, have subscribed and are entered in the said register as proprietors of shares to the amount of eighty-one thousand three hundred pounds, exclusive of shares to the amount of seventeen thousand five hundred pounds which the third parties hereto have subscribed, and in respect of which they are entered in the said register as joint proprietors, and certain calls have been paid on the sums so subscribed: And whereas the Callander and Oban Railway Company some time ago entered into a contract for the formation of the said railway and works between the Dunblane, Doune, and Callander Railway at Callander and the top of Glen Ogle, and the said railway and works between these points are now nearly completed: And whereas the said sums of two hundred thousand pounds, eighty-one thousand three hundred pounds, and seventeen thousand five hundred pounds, already subscribed, are insufficient to complete the said railway and tramway and works, and the parties have agreed to enter into the following agreement as to limiting the undertaking, and reducing the capital of the Callander and Oban Railway Company, and altering the terms on which the Caledonian Railway Company are to maintain and work the same: Therefore, the parties hereto have covenanted and agreed, and do hereby covenant and agree to and with each other, and bind and oblige themselves, in manner hereinafter written, viz.:

First.—The share capital of the Callander and Oban Railway Company shall be reduced from the sum of six hundred thousand pounds authorised by the said "Callander and Oban Railway Act, 1865," to the sum of two hundred and forty-three thousand nine hundred pounds sterling. Of this sum the Caledonian Railway Company shall be bound to pay (so far as not already done) the sum of one hundred and sixty-two thousand six hundred pounds; and the parties hereto of the third part shall, together with the other proprietors on the line of the said railway, and other parties now entered on the register, and for whom the said parties of the third part became responsible, be bound to pay (so far as not already done) the sum of eighty-one thousand three hundred pounds. The balance of the shares subscribed for by the Caledonian Railway Company amounting to thirty-seven thousand four hundred pounds, and the said shares amounting to seventeen thousand five hundred pounds subscribed for and held jointly by the third parties, shall be held as cancelled, and no further calls shall be made in respect thereof; and the sums already paid as calls thereon by each of the Caledonian Railway Company and the third parties hereto shall be repaid to the Caledonian Railway Company and the third parties respectively, subject in the latter case to an accounting among themselves. The loan capital

of the said Callander and Oban Railway Company shall also be reduced from the sum of two hundred thousand pounds, authorised by the said Callander and Oban Railway Act, to the sum of eighty-one thousand three hundred pounds.

Second.—The undertaking of the said Callander and Oban Railway Company shall be limited to the portion of the railway authorised by their Act of 1865, extending between the Dunblane, Doune, and Callander Railway at Callander and a point about three hundred yards or thereby west from Tyndrum Inn, hereinafter referred to as "the limited portion of railway," together with all necessary works and conveniences connected therewith; and the said portion of railway shall be constructed and completed under the superintendence and to the satisfaction of the engineer in chief for the time being of the Caledonian Railway Company: Provided, that if his decision or requirements on any matter connected therewith shall be objected to by the Callander and Oban Railway Company as unreasonable, the question so raised shall, as and when it arises, be referred to and determined by an engineer to be chosen by the respective engineers of the two Companies, or if they do not agree in their choice, to be appointed on the application of either Company by the Board of Trade.

Third.—The land required for the formation of the limited portion of railway shall, so far as not already done, be acquired, and the formation of the limited portion of railway and all works and conveniences connected therewith shall, so far as not already done, be completed within the respective periods fixed by the said "Callander and Oban Railway Act, 1865."

Fourth.—The third parties hereby agree and undertake and bind and oblige themselves, conjointly and severally, and their respective heirs, executors, and successors, that the limited portion of railway shall be completed and ready to be opened for traffic to Tyndrum as aforesaid, without the Caledonian Company being called upon to subscribe or pay any further sum than the sum of one hundred and sixty-two thousand six hundred pounds before referred to; and in the event of the foresaid share capital of two hundred and forty-three thousand nine hundred pounds, and the loan capital of eighty-one thousand three hundred pounds, being insufficient to construct and complete the said limited portion of railway, the first and third parties hereto shall, with the concurrence of the second party, unless clauses accomplishing this object can be inserted in the Bill to be promoted by the Caledonian Railway Company after referred to, make application to Parliament to sanction the creation of the additional capital required for this purpose by the issue of ordinary shares or stock at par, but no part of the said shares or stock shall require to be taken up and subscribed for by the Caledonian Railway Company.

Fifth.—All public and parish burdens, including poor rates, county rates, prison assessment, and taxes generally, that may be chargeable upon the said limited portion of railway and works connected therewith, and all payments, if any, to be made for land to be held by the Callander and Oban Railway Company in feu or in lease, and all annual or other allowances to tenants, if any, together with the interest on all money borrowed to an extent not exceeding eighty-one thousand three hundred pounds, either on mortgage, bond, or debenture stock, or by way of overdrafts on bankers on account current (but so that the aggregate amount on which such interest is payable shall in no case or at any time exceed

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the aggregate amount authorised to be borrowed), shall form a first charge on and be paid out of the gross amount of money earned, realised, and levied on the said limited portion of railway.

Sixth.—When and so soon as the limited portion of railway and works connected therewith, or a continuous portion thereof not less than twenty miles in length connected directly with the Dunblane, Doune, and Callander Railway and works connected therewith, shall have been completed as aforesaid, approved of by the Government Inspector, and authorised by the Board of Trade to be opened to the public for traffic, the Caledonian Railway Company shall take possession of the said limited portion of railway, or such continuous portion thereof, and works connected therewith, and shall work and maintain the same in perpetuity, and defray the cost thereof, all in manner provided in the sixth article of the said first-recited agreement; and in consideration thereof they shall be entitled, in lieu and in place of the fifty per cent. of such gross amount to which they are entitled under the said first-recited agreement, from time to time to receive and retain for their own use, out of the balance of such gross amount of money earned, realised, and levied, after deducting the sums payable under article fifth hereof, the amount of the cost incurred by them in so working and maintaining the limited portion of railway or continuous portion thereof, as the amount of such cost shall be ascertained half-yearly, as at the thirty-first day of January and thirty-first day of July in each year, in the event of difference between the parties hereto, by the standing arbitrator herein-after directed to be appointed; and the remainder of the said gross receipts, less the Government duty on passengers (if accounted for to Government through the Caledonian Railway Company), shall be paid over by the Caledonian Railway Company to the Callander and Oban Railway Company in lieu of the moiety of such gross receipts to which the Callander and Oban Railway Company would have been entitled under the said first-recited agreement: Provided always, that if in any year or years the balance of such gross receipts received by the Caledonian Railway Company be insufficient to pay the cost of working and maintaining the said limited portion of railway, as agreed upon or ascertained as aforesaid, or any part thereof, such cost or part thereof so remaining unpaid, together with interest at the rate of five per cent., shall be paid out of the remainder of the said gross receipts in any subsequent half year or half years due to the Callander and Oban Railway Company, and that before any payment of such remainder is made to the Callander and Oban Railway Company.

Seventh.—The Caledonian Railway Company shall be bound to work and maintain any extension of the said railway to or towards Oban which may hereafter be formed, on the same terms and conditions as are before specified with regard to the said limited portion of railway; and the same provisions shall apply to the construction and completion of any such extension, as is herein-before set forth in article second in respect of the portion of railway therein referred to.

Eighth.—The Callander and Oban Railway Company shall make, and the Caledonian Railway Company and the third parties hereto shall be bound to concur in and promote, an application to the Board of Trade for the limitation of the undertaking of the Callander and Oban Railway Company before mentioned, for the abandonment of the remainder, for the reduction of the

share and loan capital of the Company before mentioned, and for the necessary alterations on the terms of the said agreements. So far as the arrangement herein contained, including the appointment of a standing arbitrator, may not in the opinion of John Horatio Lloyd, barrister-at-law, London, be capable of being sanctioned by the Board of Trade, and may, in his opinion, require Parliamentary sanction, the Caledonian Company shall be bound to insert the necessary clauses for obtaining such Parliamentary sanction in some Bill to be promoted by them in the first or next successive session of Parliament after the date hereof, and to give the necessary notices and take all the other formal steps necessary for obtaining the sanction of Parliament hereto; and if any question shall arise between the two Companies as to what portion of the costs incident thereto should be borne by the Callander and Oban Railway Company, such question shall be referred to and determined by the said John Horatio Lloyd, or him failing by the standing arbitrator.

Ninth.—The majority of the directors of the Callander and Oban Railway Company other than the directors appointed by the Caledonian Railway Company, the Callander and Oban Railway Company, and the Caledonian Railway Company, shall in each year appoint a standing arbitrator for the year commencing the first day of February then next, and shall in each such appointment fix the remuneration to be paid to such arbitrator; and whenever default shall be made in any such appointment, a standing arbitrator shall at any time thereafter, and so from time to time as occasion shall require, on the application of the said majority of directors other than as aforesaid, and of the Callander and Oban Railway Company, and the Caledonian Railway Company, or any of them, be selected by the Board of Trade; and such board shall fix the remuneration to be paid to the arbitrator nominated by them; and one moiety of the remuneration of the standing arbitrator shall be paid by the Callander and Oban Railway Company, and the other moiety thereof by the Caledonian Railway Company; and in the event of any standing arbitrator during his year of office declining to act, or becoming incapable of acting, or dying, resigning, or going to reside abroad, the majority of the said directors other than as aforesaid, and the Callander and Oban Railway Company, and the Caledonian Railway Company shall, within one month after notice of such declinature, or incapacity, death, resignation, or going to reside abroad, appoint and fix the remuneration of another standing arbitrator in his place; and on default thereof another standing arbitrator shall at any time thereafter be appointed, and his remuneration fixed, in manner foresaid by the Board of Trade; and every standing arbitrator appointed to supply such vacancy as aforesaid shall continue in office so long only as the person in whose place he may be appointed would have been entitled to remain in office, if he had not declined to act, become incapable, died, resigned, or gone to reside abroad.

Tenth.—Subject to the provisions herein-before contained as to the settlement of disputed questions, all differences which may arise between the two Companies as to the mode of constructing the said limited portion of railway, or as to said additional stations, or as to the cost price of maintaining and working the said limited portion of railway, are hereby referred to, and shall from time to time as they arise be determined by, the standing arbitrator for the time being, whose decision shall be final and binding upon the parties hereto;

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and the majority of the said Callander and Oban directors other than the directors appointed by the Caledonian Railway Company shall be entitled, if they see fit, to appear and be heard before the said standing arbitrator separately as to all the matters foresaid. All other differences which may arise between the two Companies, for the settlement of which special provision is not herein made, shall be determined by arbitration, in the manner provided by "The Railway Companies Arbitration Act, 1859."

Eleventh.—The said recited agreements, so far as not altered or varied by or inconsistent with this agreement, shall remain in full force and effect.

Lastly.—The parties hereto bind and oblige themselves to fulfil their respective parts of these presents to each other, under the penalty of one thousand pounds sterling, to be paid by the party or parties failing to the party or parties observing or willing to observe their respective parts of these presents; and they consent to registration hereof for preservation and execution.

In witness whereof these presents, written on this and the ten preceding pages of stamped paper by John Edwards, apprentice to James Mitchell and Andrew Mitchell, writers in Glasgow, are subscribed (under the declaration that the word "thousand" is interlined between the eighteenth and nineteenth lines from the top of page fourth hereof; that the words "yards" occurring in the twelfth line from the top of page sixth hereof is deleted; that the words "The Callander" are interlined between the fourth and fifth lines from the top of page ninth hereof; and that the word "for" occurring in the seventh line from the bottom of page ninth hereof is deleted, all by the said John Edwards before subscription) by the whole parties hereto, as follows, viz., by the said Robert Tennant, at Auchnashellach by Dingwall, on the nineteenth day of July in the year eighteen hundred and sixty-nine, before these witnesses, Alexander Michie and Alexander M'Lennan, both gamekeepers at Auchnashellach aforesaid; by the said Farquhar Campbell at the Army and Navy Club, Pall Mall, London, on the twenty-second day of said month of July and year last mentioned, before these witnesses, John Kennedy Erskine Baird, captain in the royal navy, and Conway Seymour, late captain in the eighty-fifth regiment; by the said John Wingfield Malcolm, at the Junior Carlton Club, Pall Mall, London, on the said twenty-second day of July and year last mentioned, before these witnesses, James Baker, secretary, and Charles Martin, assistant secretary, both of the said Junior Carlton Club; and by the said Robert Macfie, at Glasgow, upon the twenty-third day of said month of July and year last mentioned, before these witnesses, John Robert Macfie, his son, and Thomas Bradbury, waiter in the Bedford hotel, Glasgow; by Andrew Buchanan, esquire, of Auchintorlie, Dumbartonshire, and James Taylor, esquire, of Starley Hall, Burntisland, being two and a quorum of the directors of the Caledonian Railway Company, and these presents are also sealed with the corporate seal of the said Caledonian Railway Company, all at Glasgow, on the third day of August and year last mentioned, before these witnesses, John Dickie Duncan and William M'Kinnon, both clerks in the office of the Caledonian Railway Company at Glasgow; and by Joseph Cheney Bolton, esquire, merchant in Glasgow, and the said John Wingfield Malcolm, being two and a quorum of the directors of the Callander and Oban Railway Company, and these presents are also sealed with the corporate seal of the said

Callander and Oban Railway Company, all at Glasgow, upon the tenth day of said month of August and year last mentioned, before these witnesses, James Boyd, manager to the Glasgow Oil Company at Broxburn, and residing there, and Peter Christie, clerk in the office of the Callander and Oban Railway Company at Glasgow.—(Signed) Andrew Buchanan. James Taylor. (L.S.) J. C. Bolton. John Wingfield Malcolm. (L.S.) John Wingfield Malcolm. F. Campbell. Robert Macfie. Robert Tennant. A.D. 1870.

John D. Duncan, witness. William M'Kinnon, witness. James Boyd, witness. Peter Christie, witness. James Baker, witness. Charles Martin, witness. J. K. E. Baird, witness. Conway Seymour, witness. Alexander Michie, witness. Alexander M'Lennan, witness. J. R. Macfie, witness. Thomas Bradbury, witness.

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